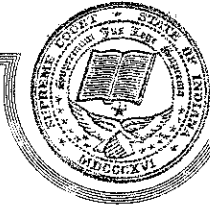


# SUPREME COURT

## DIVISION OF STATE COURT ADMINISTRATION

LORETTA H. RUSH, CHIEF JUSTICE

LILIA G. JUDSON, INTERIM CHIEF ADMINISTRATIVE OFFICER  
DAVID J. REMONDINI, INTERIM EXECUTIVE DIRECTOR



## OF INDIANA

30 SOUTH MERIDIAN STREET, SUITE 500  
INDIANAPOLIS, IN 46204-3568  
317.232.2542  
317.233.6586 FAX  
COURTS.IN.GOV

June 1, 2016

Ms. Kimberly Jaramillo  
Experian Public Records  
475 Anton Blvd.  
Costa Mesa, CA 92626

Re: Bulk Data Request

Dear Ms. Jaramillo

Your request, on behalf of Experian Public Records, to obtain bulk distribution of non-confidential court records from all Indiana trial courts in Boone, Hamilton, Hancock, Johnson, Marion, Morgan, and Shelby Counties has been approved by the Division of State Court Administration pursuant to Indiana Administrative Rule 9(F), subject to the terms of this letter and the executed User Agreement for Bulk Distribution of Data or Compiled Information, Form TCM-AR9(F)-1.

Indiana Administrative Rule 9(F)(2) places authority in the Indiana Supreme Court with respect to records from multiple courts such as those maintained in the Odyssey data repository. By Order dated September 13, 2011, *In the Matter of Bulk Distribution of and Remote Access to Court Records in Electronic Form*, Case No. 94S00-1109-MS-552, the Indiana Supreme Court authorizes bulk distribution of Odyssey records that are not excluded from public access by Administrative Rule 9(G) or (H), and authorizes the Division to review written requests for bulk distribution of Odyssey records and, if appropriate, approve such requests.

You are approved to receive bulk distribution of Odyssey records and the Division will provide bulk distribution of such records to you, subject to the following additional conditions: (1) You must make arrangements for payment for the records in accordance with Administrative Rule 9 and the Supreme Court's Order of September 13, 2011; (2) Your approval is subject to the executed User Agreement for the Use of Bulk Data from Indiana Odyssey Case Management System, and (3) You are prohibited from providing bulk distribution of Odyssey records to any third party.

As explained in the User Agreement, the execution of the agreement and approval by the Division do not create any mandatory obligation on the part of any court or clerk to provide bulk distribution of court records or compiled information. You will need to contact the clerk from all counties not using the Odyssey system to seek distribution of this data. Except as explained in the following two paragraphs, it is up to each court to determine whether or not to provide bulk distribution of its records as well as the fair market value of the records. The Division will notify the judges and clerks in the non-Odyssey counties of our approval.

A distribution receipt form that must be completed and returned to this office within thirty (30) days of receiving bulk distribution or compiled information from court records from courts that do not use Odyssey.

An executed copy of your user agreement, Form TCM-AR9(F)-1, is enclosed. The agreement will expire on January 31, 2016. Please contact the Divisions Trial Court Technology Staff at 317.234-2710 in order to proceed with receipt of your data. A copy of their Order Form is attached for your use.

If you have any questions, please contact me at [richard.payne@courts.IN.gov](mailto:richard.payne@courts.IN.gov) or (317) 234-5398.

Sincerely,

A handwritten signature in black ink, appearing to be "Richard T. Payne", with a long horizontal line extending to the right.

Richard T. Payne  
Staff Attorney  
Trial Court Management

Enclosures:      User Agreement, Form TCM-AR(F)-1  
                         Odyssey & Tax Warrant Bulk Data Order Form  
                         Distribution Receipt for Bulk Data or Compiled Information



## **Indiana Supreme Court Division of State Court Administration**

### **USER AGREEMENT FOR BULK DISTRIBUTION OF DATA OR COMPILED INFORMATION NOT EXCLUDED FROM PUBLIC ACCESS UNDER ADMINISTRATIVE RULE 9**

The parties to this agreement are the Indiana Supreme Court through its Division of State Court Administration ("Division") and Experian Public Records ("Requesting Party")

#### **Recitals**

Under Administrative Rule 9(F)(2), the Division is responsible for processing all requests for Bulk Distribution of Data or Compiled Information by Indiana Courts. The Division reviews each request for Bulk Distribution to insure the request is consistent with the purposes of Administrative Rule 9 ("Rule 9"), resources are available to prepare the information and each request is an appropriate use of public resources.

The Indiana Supreme Court holds the software license and the rights to the Odyssey case management system for Indiana courts and clerks.

The Indiana Supreme Court has authorized the Division to release Odyssey records in bulk in an Order dated September 13, 2011, Case No. 94S00-1109-MS-552.

The Requesting Party has sought a Bulk Distribution of Data or Compiled Information for its own use which has been approved by the Division.

The Requesting Party is willing to comply with restrictions on usage of the Data and Compiled Information.

Requested data contained in the Odyssey case management system will be provided by the Division. If all or some of the requested data is not contained in the Odyssey case management system, the Requesting Party is not automatically entitled to the distribution of such Data or Compiled Information of a court simply by the approval of this user agreement by the Division. Provision of Data or Compiled Information that is not contained in the Odyssey case management system must be determined by each court or clerk based upon a determination that the information sought is consistent with the purposes of Administrative Rule 9, that resources are available to prepare the information and that fulfilling the request is an appropriate use of public resources.

The Requesting Party may be required to pay the fair market value of the information requested as determined by the Division or a Court providing the information.

The Bulk Distribution is limited to court records even if the Requesting Party is seeking other information that is governed by other agencies' policies.

In order to establish the respective functions and responsibilities of the Parties pertaining to the dissemination and use of Indiana court information under the provisions of

Administrative Rule 9 of the Indiana Rules of Court ("Rule 9"), the parties now, therefore, agree as follows:

**1. Definitions.** For the purpose of this Agreement, the following terms shall have the meanings as set forth in Rule 9, section C: Administrative Record, Bulk Distribution, Case Record, Clerk of Court, Compiled Information, Court, Court Record and Public Access. The following terms shall be defined as stated:

A. "Agreement" means this User Agreement for Bulk Distribution of Data or Compiled Information, as well as any attachments or exhibits that may be affixed to this document or referenced within the agreement.

B. "Data" means any computer or machine-readable copy of Court Records provided by a Court to the Requesting Party.

C. "Subscriber" means a client or customer of Requesting Party to whom bulk Data or compiled information is provided or to whom access to bulk Data or Compiled Information is given.

D. "Requesting Party" includes the above-identified party and all entities and known names under which the business operates, all subsidiaries that will utilize the Data or Compiled Information provided and all names under which subsequent individual requests to courts shall be made.

**2. Records Approved for Distribution as Bulk Data or Compiled Information.**

**A. Court Records Sought and Approved.**

1. List of Courts:

Odyssey Courts: Hamilton, Hancock, Johnson, Marion, Morgan  
and Shelby Counties

Non-Odyssey Courts: Boone County

2. List of Records: Criminal and Traffic cases

**B. Court Records Maintained in the Odyssey data repository.**

1. The Division will provide the Requesting Party the initial data extract of the approved records pursuant to the authorization order of the Indiana Supreme Court of September 13, 2011, Case Number 94S00-1109-MS-552. When the approved request requires more than a single extract of data, the Division will provide a monthly data extract thereafter on or before the tenth day of each month of the term of the approval.

2. The Division will provide the Requesting Party with an invoice for each extract if the Court or Division has determined that the Requesting Party shall pay the fair market value of the extracted data. All payments shall be made by check and payable to Division of State Court Administration bearing a notation of the

invoice number and that payment is for Odyssey Bulk Records or Compiled Information.

3. The extracted data will be made available to the Requesting Party through an SFTP account accessing client specific folders at SFTP.IN.Gov.

**C. Court Records Not Maintained in the Odyssey data repository.**

Subject to specific permission from the Courts identified above that are not on the Odyssey Case Management System, the Division hereby grants to the Requesting Party restricted authorization to receive from such Courts the Court Records specifically identified above for the Requesting Party's own use in accordance with the terms and conditions of this Agreement.

Execution of this Agreement and approval of the Requesting Party's request by the Division does not create any mandatory obligation on the part of any Clerk of Court or Court to provide Court Records to the Requesting Party. Under Rule 9(F), the individual non-Odyssey Courts must determine on an individual basis whether resources are available to transfer the Court Records to the Requesting Party and whether fulfilling the request is an appropriate use of public resources and is consistent with the purposes of Rule 9. The Courts must determine on an individual basis whether to assess a charge for providing the Court Records may make the granting of the request contingent upon the Requesting Party paying an amount which the Court determines is the fair market value of the information.

**3. Rights and Interests.**

All rights, title and interests, including all intellectual property rights, in and to the Court Records, data, code, application or any other information provided to the Requesting Party shall remain with the Courts. The Requesting Party shall not acquire any proprietary right to or interest in any Court Records, data, code, application or any other information provided to the Requesting Party under this Agreement, whether or not the Court's records, data, code, application or other information is incorporated in or integrated with in any way whatsoever with the Requesting Party's property, data, code, reports, application, program, system or any other sort of product. Such rights may not be transferred, assigned, or sold for any purpose to any person, corporation, partnership, association, or organization of any kind.

The Requesting Party shall provide the Division with the names of all entities that receive access to the data provided by the Division that are related in any way to the Requesting Party, including subsidiaries and affiliates, the names under which the Requesting Party is doing business and any other related entity names. The Requesting Party shall supplement this agreement within thirty (30) days of a change in the list of names provided to the Division as requested by this section.

All subcontractors or other entities receiving access to the data provided by the Division shall be constrained by the restrictions on use of data as provided in Section 5 of this agreement or any other applicable sections of this agreement.

#### **4. Ongoing Data Scrubbing and Update Requirements.**

The status of a Court Record may change over time and the Requesting Party shall refresh all records with each new extract received so that cases sealed or restricted since the last extract will be accurately reflected in the database.

The Requesting Party shall comply fully with Rule 9 and shall delete any Social Security Number, bank account number and any other confidential information that is inadvertently included in the Court Records and take other appropriate action to ensure that such confidential information is not disclosed to others. Upon notice, the Requesting Party shall comply with future orders to scrub data if they should arise.

#### **5. Restrictions on Use of Data.**

##### **A. Compliance with Authorities.**

The Requesting Party shall comply with all current and, as subsequently amended, federal and state laws, court rules, administrative rules and policies governing, regulating, and/or relating to Court Records.

##### **B. Resale of Data.**

The Requesting Party shall not reproduce, resell or otherwise distribute the Court Records or Data provided under this Agreement except in response to an inquiry from an individual for a Court Record or compilations or reports incidental to such individual Case Record as part of a service provided by Requesting Party. The Requesting Party shall not make Bulk Distribution of the Court Records or reconfigure the Court Records for subsequent Bulk Distributions.

##### **C. Policies for Dissemination of Data.**

The Requesting Party shall not disseminate Court Records to the public through remote electronic access such as the Internet or other electronic method unless the Clerk first obtains approval from the Division under Trial Rule 77(K). In the event the Requesting Party plans to offer a service allowing others to review the Court Records and disseminate information in the Court Records to subscribers, customers, clients, or other third parties, a current copy of the Requesting Party's policies and information related to the dissemination shall be attached hereto as an Exhibit B. The Requesting Party is under an ongoing obligation to provide the Division with a copy of any updated Policy information within thirty (30) days of its modification.

#### **6. Bulk Transfer to Third Parties.**

The Requesting Party is prohibited from making a Bulk Distribution of the data or the compiled information obtained through this agreement to another party.

#### **7. Reporting Requirement.**

With respect to Court Records not maintained in the Odyssey data repository, within thirty (30) days after the Requesting Party receives the first or only distribution of Court Records, the Requesting Party shall file with the Division of State Court Administration the Distribution Receipt Form, Form TCM-AR9(F)-3. However, the Requesting Party is not required to file with the Division a Form TCM-AR9(F)-3 for Court Records the Requesting Party receives from the Odyssey data repository.

#### **8. Disclosure Requirements.**

The Requesting Party shall provide a disclosure statement similar to the one set forth below to each subscriber, customer, client or other third party who is provided access to the Court Records at the time any information from the Court Records is made available to them. At a minimum, the Requesting Party will ensure that a statement similar to the one set forth below, is displayed or provided to each subscriber, customer, client or other third party every time information from the Court Records is made available.

*The data or information provided is based on information obtained from Indiana Courts on \_\_\_\_\_ (insert date most current version was created or in the case of data from multiple sources, the range of dates relevant to the displayed data). The Division of State Court Administration and the Indiana Courts and Clerks of Court: 1) Do not warrant that the information is accurate or complete; 2) Make no representations regarding the identity of any persons whose names appear in the information; and 3) Disclaim any liability for any damages resulting from the release or use of the information. The user should verify the information by personally consulting the official record maintained by the court in question.*

#### **9. Audits.**

The Division may, at its discretion, perform audits to verify compliance with the terms and conditions of this Agreement and the appropriate use of the Court Records. The Requesting Party shall cooperate with the Division in such audit.

A. The Requesting Party agrees that the Division may include “control” or “salted” data as a portion of the Court Records as a means to ensure that any personally identifiable information is not used for commercial solicitation purposes or in an indiscriminate and reckless manner.

B. The Requesting Party agrees to provide the Division with access, at no charge, to any database created using the Court Records for the purpose of monitoring and auditing contract compliance.

C. The Requesting Party agrees to provide the Division with copies of the materials and information the Requesting Party provides its subscribers, customers, clients, or other third parties.

#### **10. Disclaimer of Warranties.**

The Division, Courts, and Clerks of Court provide no warranties, express or implied and specifically disclaim without limitation any implied warranties of merchantability and fitness for a particular purpose, with respect to the Court Records or Data provided under this Agreement. All Court Records and Data provided under this Agreement are provided “As Is”. The Division, Courts, and Clerks of Court further provide no warranties, express or implied, that the Court Records or Data is accurate, current, correct, or complete. It is expressly understood that it is the responsibility of the Requesting Party and/or its subscribers, customers, clients, or other third

parties to whom the Court Records and Data is supplied to verify the Court Records and Data with the official information maintained by the Court having jurisdiction over the Court Records.

**Reproductions of the Court Records or Data provided to the Requesting Party shall not be represented as a certified copy of the Court Record.**

#### **11. Limitation of Liability.**

The Requesting Party acknowledges and accepts that the Court Records or Data are provided "as is" and may include errors or omissions and, therefore the Requesting Party agrees, that the Division, Courts, and Clerks of Court shall not be responsible or liable in any way whatsoever for the validity of the Court Records or Data. Specifically:

A. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim regardless of the form of action, for any damages resulting from the use of the Court Records or Data by the Requesting Party, its successor or assignee, or any of its subscribers, authors, clients or other parties.

B. The Division, Courts, and Clerks of Court shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete information provided under this Agreement.

C. The Division, Courts, and Clerks of Court shall not be liable to the Requesting Party or any other party for any loss, including revenue, profits, time, goodwill, computer time, destruction of data, damages or any other indirect, special or consequential damage which may rise from the use, operation, distribution, transfer or modification of the Court Records or Data.

#### **12. Indemnification.**

The Requesting Party shall defend, indemnify, and hold harmless the Division, Courts, and Clerks of Court, their respective employees and agents, and the State of Indiana from and against all claims, demands, suits, actions, judgments, damages, loss or risk of loss (including expenses, costs, and reasonable attorney fees) of any and every kind and by whomever and whenever alleged or asserted arising out of or related to any use, distribution or transfer made of the Court Records or Data by the Requesting Party, its successor or assignee, or any of its subscribers, customers, clients or any other parties.

#### **13. Assignment.**

The Requesting Party may not, without the express written permission of the Division, transfer or assign: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; nor (iii) any claim arising under this Agreement.

#### **14. Termination and Renewal.**

##### **A. General.**

Either the Division or the Requesting Party upon thirty (30) days written notice may terminate this Agreement without cause.

##### **B. Renewal.**

This agreement expires on **January 31, 2017**, subject to renewal upon request by the Requesting Party. Renewal Requests may be sent to the Division after **January 1, 2017**. The renewal shall be for one calendar year. The Division will post the Renewal Form on the Supreme Court website at <http://www.courts.in.gov/admin/2460.htm>.

##### **C. Termination for Cause.**

The Requesting Party is responsible and liable for any violations of this Agreement by the Requesting Party or any officer, employee, agent, subscriber, customer, or client of the Requesting Party. The Division may, at its discretion, immediately terminate this Agreement upon a violation of the Agreement. Upon termination of the Agreement, the Requesting Party shall promptly return all court records and data to the Division. The Requesting Party is liable for damages for violations of this Agreement as authorized by law.

##### **D. Termination for Nonpayment.**

The Division may immediately, without notice, terminate this Agreement if the Requesting Party fails to pay an invoice for costs associated with the preparation or transfer of the Court Records and Data outstanding longer than 30 days.

##### **E. Termination in Event of Assignment.**

The Division in its sole discretion may terminate this Agreement without notice if the Requesting Party transfers or assigns, without the express written permission of the Division, (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Requesting Party under this Agreement; or (iii) any claim arising under this agreement.

##### **F. Termination in Event of Failure to Update.**

The Requesting Party is under an ongoing obligation to provide the Division with a complete list of entities and names under which the Requesting Party conducts business. The Division, in its sole discretion, may terminate this Agreement if the Requesting Party does not update any of the information required to be submitted in the Request attached as Exhibit C.

## 15. Attachments.

This Agreement incorporates by way of attachment the following:

- A. A list of all known business entity names related to the Requesting Party that will participate in the use and dissemination of the Data provided as **Exhibit A**;
- B. The company policies provided to the Requesting Party's subscribers, customers, clients or other third parties as **Exhibit B**;
- C. The original Request provided to the Division from the Requesting Party as **Exhibit C**; and
- D. The approval letter provided to the Requesting Party from the Division as **Exhibit D**.

These Exhibits may be amended or modified and are required to be updated by the Requesting Party in accordance with the terms of this Agreement. The amendments and or modifications shall be incorporated into this Agreement by reference on the attachments.

## 16. Applicable Law.

This Agreement shall be interpreted and enforced in accordance with the law of the State of Indiana in an Indiana court of competent jurisdiction.

## 17. Effective Date.

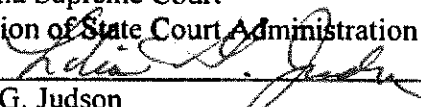
This Agreement shall become effective and the terms herein shall become enforceable upon the date of execution of the last party.

## 18. Authority to Execute Agreement.

The undersigned individuals represent that they have the authority to execute this Agreement on behalf of their respective parties.

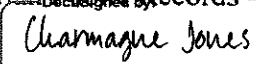
## 19. Revocation of Approval.

Approval of the Requesting Party's Request for Bulk Distribution of Data or Compiled Information and the contractual offer contained herein shall be automatically revoked if the Requesting Party fails to execute and return the original signed agreement to the Division within sixty (60) days of signature by the Division.

Indiana Supreme Court  
Division of State Court Administration  
By:   
Lilia G. Judson  
Interim Chief Administrative Officer

Date: 4/28/16

Experian Public Records - Requesting Party

By:   
By: NC108ADE0601436  
Printed Name: Charmagne Jones  
Title: Sourcing Specialist (PL2) Senior  
Date: May 23, 2016 | 11:17 AM PT

Approved: PMHS

# Experian Data Use Policies

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The following items are sample copies of Experian's Data Use Policies that provided to our subscribers, customers, clients, or other parties that govern the use of the data listed in Section II of the INAOC court mgmt. bulk data request form.

**2.2 Compliance with Applicable Laws, Data Source Requirements, and Experian Public Records Policy.** Licensee shall, and shall require its End Users to agree in writing to, comply with (i) all applicable federal, state, and local statutes, regulations, and rules ("**Applicable Laws**"); (ii) all requirements related to the Licensed Data imposed by Data Sources and other applicable data use restrictions ("**Data Source Requirements**"), certain of which are reproduced on a password-protected website and/or FTP site maintained by Experian Public Records ("**EPR Site**"); and (iii) all current and future Experian Public Records policies and procedures as announced, amended, and/or updated by Experian Public Records from time to time, which are and shall be incorporated herein by reference ("**Experian Public Records Policy**"). Licensee acknowledges that Licensee has accessed and received the Data Source Requirements set forth on the EPR Site and that such requirements do not constitute a comprehensive or complete list of all Data Source Requirements applicable to the Licensed Data and are intended to serve solely as a guide to Licensee. Licensee has been advised and understands that Data Sources may place additional limitations or restrictions on the use of the Licensed Data from time to time and that Licensee and its End Users shall remain fully responsible for continued compliance with all Applicable Laws, Data Source Requirements, and Experian Public Records Policy.

**2.4 Employee Instructions; Security Requirements.** Licensee shall impose procedures on its employees having access to the Licensed Data and shall implement security measures to prevent use or disclosure of the Licensed Data by its employees not in strict compliance with the terms, provisions, and restrictions set forth herein. Licensee shall be liable for any failure by such employees to comply with such terms, provisions, or restrictions. Licensee shall implement and maintain a comprehensive information security program written in one or more readily accessible parts and that contains administrative, technical, and physical safeguards that are appropriate to Licensee's size and complexity, the nature and scope of its activities, and the sensitivity of the information provided to Licensee by Experian Public Records. Such safeguards shall include the elements set forth in 16 C.F.R. § 314.4 and shall be reasonably designed to (i) insure the security and confidentiality of the information provided by Experian Public Records, (ii) protect against any anticipated threats or hazards to the security or integrity of such information, and (iii) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any consumer. Licensee shall provide its security program to Experian Public Records upon request and shall adopt any safeguard that Experian Public Records may reasonably request.

☐ **Permitted Use (FCRA):** Use of the Licensed Data as set forth below is permitted solely when Licensee, in its capacity as an originating consumer reporting agency, is providing the Licensed Data to End Users.

Unless otherwise set forth in the Agreement, End Users may use the Licensed Data for any and all lawful purposes, including without limitation, for any "permissible purpose" set forth in the FCRA. Licensee shall be responsible for determining whether use of the Licensed Data is in compliance with the Data Source Requirements and is for a lawful purpose, taking into account all Applicable Laws. Licensee shall

further require its End Users to certify that their use of the Licensed Data is in compliance with the Data Source Requirements and is for a lawful purpose, taking into account all Applicable Laws.

Licensee hereby certifies that it is an originating "consumer reporting agency" as defined by the FCRA and that it shall comply with the FCRA, Federal Trade Commission and Consumer Financial Protection Bureau interpretations thereof, and similar state statutes. Without limiting the foregoing, Licensee shall be responsible for (i) maintaining reasonable procedures to assure the maximum possible accuracy of the information concerning the individual to whom any consumer report relates; (ii) complying with the consumer disclosure obligations set forth in Section 609 of the FCRA; (iii) complying with the consumer dispute and reinvestigation obligations set forth in Section 611 of the FCRA; and (iv) complying with Section 613 of the FCRA if Licensee furnishes a consumer report containing the Licensed Data for employment purposes and any similar state or federal requirements with respect to the completeness, accuracy or currency of consumer report information.

Notwithstanding anything to the contrary contained in this Agreement, Licensee shall not sublicense the Licensed Data directly or indirectly to End Users who are individual consumers without Experian Public Records' prior express written consent.

☐ **Permitted Use (Non-FCRA): Use of the Licensed Data as set forth below is permitted solely when Licensee, in a capacity other than as a consumer reporting agency, is providing the Licensed Data to End Users.**

Unless otherwise set forth in the Agreement, End Users may use the Licensed Data for any and all lawful purposes; provided that End Users shall not use the Licensed Data, nor shall Licensee or End Users advertise or represent in any way that the Licensed Data can be used, to determine eligibility for (i) credit or insurance, (ii) employment purposes, or (iii) any other purpose authorized under Section 604 of the FCRA or to deny or condition credit, insurance, employment, or a similar transaction or otherwise take adverse action against any consumer, as those terms may be defined under state or federal law. Licensee shall be responsible for determining whether use of the Licensed Data is in compliance with the Data Source Requirements and is for a lawful purpose, taking into account all Applicable Laws. Licensee shall further require its End Users to certify that their use of the Licensed Data is in compliance with the Data Source Requirements and is for a lawful purpose, taking into account all Applicable Laws.



## **End User Investigation Requirements Experian Public Records (Public Record Data)**

Each and every potential end user to whom public record information collected and retrieved by Experian Public Records ("Licensed Data") would be provided must be investigated to ensure that it: 1) will be accessing the Licensed Data for a permitted use; 2) when a business, is a bona fide business entity; and 3) is not on the OFAC list.

***Please ensure that all investigation requirements are completed prior to allowing access to the Licensed Data by any end user ("End User"). If any of these requirements are not met, do not proceed with the membership process. Licensee is responsible for following all of the requirements that are in place at the time of approval and release of access to the Licensed Data.***

Each of the following tasks must be documented and made available to Experian upon request for auditing purposes.

### **I. Client is an End User business**

1. In the event that the End User is a business, the following apply:
  - 1.1 Verify that the company is not a business listed below:
    - Internet people locator services
    - Bail Bond Enforcement or Bounty Hunters
    - Credit Repair companies or credit clinics
    - For profit Credit Counseling
    - Loan Modification Companies
    - Media agencies, news agencies or journalists
    - Non-governmental agencies or businesses associated with the collection of child support
    - Asset Location Services (does not include collection agencies)
    - Companies involved and/or associated with inappropriate adult content web sites and/or adult-type telephone services
    - Any company or individual who is known to have been involved in credit fraud or other unethical business practices
    - Any person or entity which Licensee knows or suspects may be engaged in fraudulent or illegal activity, such as identity theft, harassment or stalking
    - Companies or individuals identified on Experian Customer Alert List
    - Based outside of the United States and its Territories
  - 1.2 Maintain a completed, dated and signed service agreement. The service agreement must include the requirements listed below for the End User to:
    - Describe the specific permitted use(s) for which the Licensed Data will be used



- Describe its type of business (for example: employment or tenant screening, etc.)
- Certify that the use of the Licensed Data is for the End User business' own purpose and not for the purpose of rendering or reselling to other third parties
- Comply with:
  - All applicable federal, state, and local statutes, regulations, and rules ("Applicable Laws");
  - All requirements related to the Licensed Data imposed by data sources and other applicable data use restrictions ("Data Source Requirements"), and
  - All current and future Licensee policies and procedures as announced, amended, and/or updated by Licensee from time to time.
- List Data Source Requirements
- If End User is a Social Networking or Dating Site, whereby "Social Networking" means a service that provides matching or introduction of individuals for the purpose of dating, matrimony, or general social contact not otherwise prohibited by law, certify that:
  - The End User has policies in place that regulate its community content and enforces its designated level of appropriateness. Experian will not knowingly conduct business with any entities whose policies permit:
    - Depiction of explicit sexual acts
    - Nudity
    - Acts of violence, depicted, written or inferred
    - Any illegal or potentially harmful activities or suggestion of same, depicted or written
  - The End User maintains data security and privacy procedures that adhere to Experian requirements
  - The End User has processes in place to handle consumer disputes
  - End User contracts with consumers include clear and concise disclosure language informing the consumer that their criminal background history may be accessed in connection with the membership approval process. End User must obtain the consumer's prior written consent to such access and use.
- Contain a provision substantially similar to the following
  - "THE [LICENSED DATA] IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. [LICENSEE] AND ITS DATA PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE [LICENSED DATA] AND DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT THERETO. WITHOUT LIMITING THE FOREGOING, [LICENSEE] AND ITS DATA PROVIDERS DO NOT GUARANTEE OR WARRANT THE ACCURACY, TIMELINESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OF THE [LICENSED DATA] AND SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY USE OF THE [LICENSED DATA]. [End User] shall indemnify, defend, and



hold harmless [Licensee] and its data providers, from and against any and all liabilities, damages, losses, claims, costs, fees, and expenses (including but not limited to reasonable attorney and expert witness fees and expenses) arising out of or related to [End User]’s use of the [Licensed Data] obtained from [Licensee]. [End User] acknowledges and agrees that Licensee’s data providers are a third party beneficiary of the provisions of this section, with right of enforcement.”

- The agreement shall include a certification from the End User business regarding its use of the Licensed Data (either for FCRA purposes or non-FCRA purposes). The certification shall contain language substantially similar to one of the following provisions, consistent with the permitted use(s) set forth in the Data License Agreement between Licensee and Experian Public Records.

- FCRA Use:

- End User hereby certifies that its use of the Licensed Data is in compliance with all Data Source Requirements and for a lawful purpose, taking into account all Applicable Laws.

- Non-FCRA Use:

- End User hereby certifies that its use of the Licensed Data is in compliance with all Data Source Requirements and for a lawful purpose, taking into account all Applicable Laws. Notwithstanding the foregoing, End User shall not use the Licensed Data to determine eligibility for (i) credit or insurance, (ii) employment purposes, or (iii) any other purpose authorized under Section 604 of the FCRA. End User shall not use the Licensed Data to deny or condition credit, insurance, employment, or a similar transaction or otherwise take adverse action against any consumer, as those terms may be defined under state or federal law.

1.3 Verify that the End User business is a bona fide business entity.

1.4 The Office of Foreign Asset Control (OFAC) website <http://www.treas.gov/offices/enforcement/ofac/sdn/index.shtml> must be utilized by Licensee to validate that each new End User is not contained in the list as a Specially Designated National. The company name and individual contact names must be checked and documented.

## II. Client is an End User consumer

2. In the event that the End User is a consumer, the following apply:

- 2.1 Maintain a completed, dated and signed service agreement for each End User consumer accessing the Licensed Data. The service agreement must include the requirements listed below for the End User to:
- Describe the specific non-FCRA permitted use(s) for which the Licensed Data will be used.
  - Certify that the use of the Licensed Data is for End User consumer's own purpose and not for the purpose of rendering or reselling to other third parties.
  - Comply with:
    - All applicable federal, state, and local statutes, regulations, and rules ("Applicable Laws");
    - All requirements related to the Licensed Data imposed by Data Sources and other applicable data use restrictions ("Data Source Requirements"), and
    - All current and future Licensee policies and procedures as announced, amended, and/or updated by Licensee from time to time.
  - List Data Source Requirements
  - Contain a provision substantially similar to the following
    - "THE [LICENSED DATA] IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. [LICENSEE] AND ITS DATA PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE [LICENSED DATA] AND DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT THERETO. WITHOUT LIMITING THE FOREGOING, [LICENSEE] AND ITS DATA PROVIDERS DO NOT GUARANTEE OR WARRANT THE ACCURACY, TIMELINESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OF THE [LICENSED DATA] AND SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY USE OF THE [LICENSED DATA]. [End User consumer] shall indemnify, defend, and hold harmless [Licensee] and its data providers, from and against any and all liabilities, damages, losses, claims, costs, fees, and expenses (including but not limited to reasonable attorney and expert witness fees and expenses) arising out of or related to [End User consumer]'s use of the [Licensed Data] obtained from [Licensee]. [End User consumer] acknowledges and agrees that Licensee's data providers are a third party beneficiary of the provisions of this section, with right of enforcement."
  - The agreement shall include a certification from the End User consumer regarding its use of the Licensed Data for non-FCRA purposes. The certification shall contain language substantially similar to one of the following provisions, consistent with the permitted use(s) set forth in the Data License Agreement between Licensee and Experian Public Records.



- Non-FCRA Use:

End User hereby certifies that its use of the Licensed Data is in compliance with all Data Source Requirements and for a lawful purpose, taking into account all Applicable Laws. Notwithstanding the foregoing, End User shall not use the Licensed Data to determine eligibility for (i) credit or insurance, (ii) employment purposes, or (iii) any other purpose authorized under Section 604 of the FCRA. End User shall not use the Licensed Data to deny or condition credit, insurance, employment, or a similar transaction or otherwise take adverse action against any consumer, as those terms may be defined under state or federal law.

III. **Client is an End User consumer of a “Direct-to-Consumer” offering whereby the consumer is the subject of the information being displayed**

3. In the event that the End User is a consumer, the following apply:

3.1 If the End User requests what could be classified as a Consumer Report under the FCRA:

- Authenticate that the identity of the End User is the subject of the Licensed Data provided

3.2 Maintain a completed, dated and signed service agreement for each End User consumer accessing the Licensed Data. The service agreement must include the requirements listed below for the End User to:

- Describe the specific FCRA permitted use(s) for which the Licensed Data will be used.
- Certify that the use of the Licensed Data is for End User consumer’s own purpose and not for the purpose of rendering or reselling to other third parties.
- Comply with:
  - All applicable federal, state, and local statutes, regulations, and rules (“Applicable Laws”);
  - All requirements related to the Licensed Data imposed by Data Sources and other applicable data use restrictions (“Data Source Requirements”), and
  - All current and future Licensee policies and procedures as announced, amended, and/or updated by Licensee from time to time.
- List Data Source Requirements
- Contain a provision substantially similar to the following
  - “THE [LICENSED DATA] IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. [LICENSEE] AND ITS DATA PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE [LICENSED DATA] AND DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT THERETO. WITHOUT LIMITING THE FOREGOING, [LICENSEE] AND ITS DATA PROVIDERS DO NOT GUARANTEE



OR WARRANT THE ACCURACY, TIMELINESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OF THE [LICENSED DATA] AND SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY USE OF THE [LICENSED DATA]. [End User consumer] shall indemnify, defend, and hold harmless [Licensee] and its data providers, from and against any and all liabilities, damages, losses, claims, costs, fees, and expenses (including but not limited to reasonable attorney and expert witness fees and expenses) arising out of or related to [End User consumer]'s use of the [Licensed Data] obtained from [Licensee]. [End User consumer] acknowledges and agrees that Licensee's data providers are a third party beneficiary of the provisions of this section, with right of enforcement."

- The agreement shall include a certification from the End User consumer regarding its use of the Licensed Data. The certification shall contain language substantially similar to one of the following provisions, consistent with the permitted use(s) set forth in the Data License Agreement between Licensee and Experian Public Records.

- FCRA Use:

End User hereby certifies that its use of the Licensed Data is in compliance with all Data Source Requirements and for a lawful purpose, taking into account all Applicable Laws.

#### IV. **Client is a Reseller**

4. In the event that the Data License Agreement between Licensee and Experian Public Records permits Licensee to sublicense the Licensed Data to a Third Party Reseller, the following will apply:

- 4.1 Verify that the Third Party reseller is not a business listed below:

- Internet people locator services
- Bail Bond Enforcement or Bounty Hunters
- Credit Repair companies or credit clinics
- For profit Credit Counseling
- Loan Modification Companies
- Media agencies, news agencies or journalists
- Non-governmental agencies or businesses associated with the collection of child support
- Asset Location Services (does not include collection agencies)



- Companies involved and/or associated with inappropriate adult content web sites and/or adult-type telephone services
- Any company or individual who is known to have been involved in credit fraud or other unethical business practices
- Any person or entity which Licensee knows or suspects may be engaged in fraudulent or illegal activity, such as identity theft, harassment or stalking
- Companies or individuals identified on Experian Customer Alert List
- Based outside of the United States and its Territories

4.2 Maintain a completed, dated and signed service agreement. The service agreement must include the requirements listed below for the Third Party Reseller to:

- Describe the specific permitted use(s) for which the Licensed Data will be used
- Describe its type of business (for example: employment or tenant screening, etc.)
- Comply with:
  - All applicable federal, state, and local statutes, regulations, and rules (“Applicable Laws”);
  - All requirements related to the Licensed Data imposed by data sources and other applicable data use restrictions (“Data Source Requirements”), and
  - All current and future Licensee policies and procedures as announced, amended, and/or updated by Licensee from time to time.
- List Data Source Requirements
- Contain a provision substantially similar to the following
  - “THE [LICENSED DATA] IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. [LICENSEE] AND ITS DATA PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE [LICENSED DATA] AND DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT THERETO. WITHOUT LIMITING THE FOREGOING, [LICENSEE] AND ITS DATA PROVIDERS DO NOT GUARANTEE OR WARRANT THE ACCURACY, TIMELINESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OF THE [LICENSED DATA] AND SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY USE OF THE [LICENSED DATA]. [Third Party Reseller] shall indemnify, defend, and hold harmless [Licensee] and its data providers, from and against any and all liabilities, damages, losses, claims, costs, fees, and expenses (including but not limited to reasonable attorney and expert witness fees and expenses) arising out of or related to [Third Party Reseller]’s use of the [Licensed Data] obtained from [Licensee]. [Third Party Reseller] acknowledges and agrees that Licensee’s data providers are a third party beneficiary of the provisions of this section, with right of enforcement.”



- The agreement shall include a certification from the Third Party Reseller business regarding use of the Licensed Data (either for FCRA purposes or non-FCRA purposes). The certification shall contain language substantially similar to one of the following provisions, consistent with the permitted use(s) set forth in the Data License Agreement between Licensee and Experian Public Records.
  - FCRA Use:

Third Party Reseller hereby certifies that use of the Licensed Data is in compliance with all Data Source Requirements and for a lawful purpose, taking into account all Applicable Laws.
  - Non-FCRA Use:

Third Party Reseller hereby certifies that use of the Licensed Data is in compliance with all Data Source Requirements and for a lawful purpose, taking into account all Applicable Laws. Notwithstanding the foregoing, Third Party Reseller shall not, and shall not permit its End Users to, use the Licensed Data to determine eligibility for (i) credit or insurance, (ii) employment purposes, or (iii) any other purpose authorized under Section 604 of the FCRA. Third Party Reseller shall not, and shall not permit its End Users to, use the Licensed Data to deny or condition credit, insurance, employment, or a similar transaction or otherwise take adverse action against any consumer, as those terms may be defined under state or federal law.
- 4.3 Verify that the Third Party Reseller business is a bona fide business entity.
- 4.4 Obtain a sample of consumer disclosure, as well as all End User Documents.
- 4.5 The Office of Foreign Asset Control (OFAC) website <http://www.treas.gov/offices/enforcement/ofac/sdn/index.shtml> must be utilized by Licensee to validate that each new Third Party Reseller is not contained in the list as a Specially Designated National. The company name and individual contact names must be checked and documented.
- 4.6 Third Party Reseller will comply with Section I when vetting its End User businesses or Section II when its End User is a consumer.